



Lettings Policy

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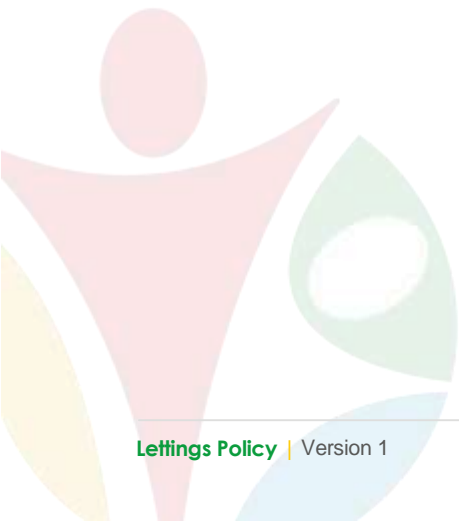
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1. Introduction

The Trustees regards the academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Trustees is to support the Academy's in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind. The Sovereign Trust reserves the right to refuse any letting application.

A charge should be levied to meet the additional costs incurred in respect of any lettings of the premises to ensure that the Academy's budget share does not subsidise the cost of a letting. For further guidance on calculating a letting charge refer to The Trust's Charging Policy available on our website.

Definition of a Letting

A letting may be defined as "any use of the Academy's premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of The Trust, which is to provide a high standard of education for all of its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Trustees meetings and extra-curricular activities of pupils supervised by academy staff, fall within the corporate life of the academy. Costs arising from these uses are therefore a legitimate charge against the academy's delegated budget.

Administrative Process

Organisations seeking to hire the Academy's premises should approach the Estates Team (or other designated member of staff), who will identify their requirements and clarify the facilities available. A Letting Request Form (attached to this document) should be completed at this stage. The Trustees have the right to refuse an application, and no letting should be regarded as "booked" until the agreement is signed by both the organisation and The Trust. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a copy of the signed agreement will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the Hire Agreement. The letting should not take place until the signed agreement has been returned to the Academy. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Trustee's current scale of charges (see The Trust's Charging Policy).

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

2. Terms and Conditions for the Hire of the Academy Premises

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

2.1 Status of the Hirer

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have any effect of giving exclusive possession of any part of the academy to them or of creating any tenancy between the Academy’s and the hirer.

2.2 Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

2.3 Public Safety

All conditions attached to the granting of the license, stage play or other license’s and the Academy’s health and safety policy shall be strictly observed. A copy of the policy is available from the Academy website. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a. obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times.
- b. the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes.
- c. fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose.
- d. the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Estates Controller.
- e. the Hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, escape routes, assembly points and shall be familiar with the fire-fighting equipment available.
- f. the Hirer is responsible for communicating the information in 3.e. above to anyone attending the event or activity.
- g. performances involving danger to the public shall not be permitted.
- h. highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc.) shall be undertaken or erected.
- i. no latex materials, including balloons, may be brought onto the premises.
- j. no unauthorised heating appliances shall be used on the premises.
- k. all electrical equipment brought onto the premises shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified

on the hire application form. The Trustees disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.

- I. adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/minor ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

2.4 Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risks.

2.5 Damage, Loss or Injury

The Hirer warrants to the Trustees that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/ or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £25 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

2.6 Academy's Equipment

Responsible adults must supervise the use of any equipment, which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of academy equipment they are using, and for the equipment's safe and appropriate use.

2.7 Electrical Equipment

Any electrical equipment brought onto site must comply with the LEA code of practice for electrical equipment. The hirer will work with the academy to ensure all equipment is available for the academy's Portable Appliance Testing visit and the academy will bill the hirer for each item.

2.8 Car Parking Facilities

Subject to available, these may be used by Hirer staff and parents.

2.9 Toilet Facilities

Access to the academy's toilets facilities is included as part of the hire arrangements, unless the lettings is for the Academy's grounds only.

2.10 First Aid Facilities

There is no legal requirement for the academy to provide first aid facilities for the hirer. It is the responsibility of the hirer to make their own arrangements, such as the provision of first aid training for supervising personnel and the provision of a first aid kit.

2.11 Fire Regulations

The Academy's Caretaker or the Estates Team will explain the Academy's fire procedures. The advice will specifically relate to the emergency evacuation procedures, fire alarm points and firefighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and

emergency services. A written copy of the academy's evacuation procedures will be issued to the hirer and displayed in the community room.

2.12 Emergency Evacuation Procedure

It is recommended that the Hirer familiarise themselves with the following, sharing with all under their control as Hirer:

- Anyone discovering a fire should immediately sound the nearest fire alarm. In the case of a child they should then inform the nearest adult.
- The alarm signal is a continuous siren for fire. The function of the alarm is to warn every person in the building that a state of emergency has arisen and that the drill procedure should be put into operation at once.
- Whenever the fire alarm sounds in Academy please do not assume that this is a drill and does not affect you, please exit the Academy in a safe, orderly and efficient manner and congregate at the assembly point.
- The evacuation should be carried out quietly in order that any instructions given can be heard.
- To avoid fire spreading, if possible, windows as well as doors should be closed. However, the closing of windows and doors should not unduly delay the evacuation of the building or present a health or safety risk. Adults must assess the situation and use their discretion.
- On reaching a staircase people should descend in single file using one side of the staircase only

2.13 Assembly Point

The Hirer is to familiarise this for the academy it is hiring the facilities from. Please note that this information will be shared at the induction with either the Site Manager or the Estates Manager. Once at the assembly point the Site Manager or key holder will come to you as soon as possible and let you know when it is safe to return or what action needs to be taken.

2.14 Roll Call

The Hirer/club organiser or another designated person must take the responsibility of Fire Warden. Once at the place of assembly a roll call or count must be taken and it is the responsibility of the Warden to have an up to date list of all attendees. Should anybody be missing the Fire Brigade/Site person on duty must be informed immediately.

If danger to life is present, the Fire Brigade will search for missing persons. Nobody will be allowed to re-enter a building. In the case of a drill permission to re-enter the building is given by the on duty person.

2.15 Food and Drink

The kitchen facilities are not available as part of the lettings. If food and drinks are consumed during the lettings period, then current food hygiene regulations must be adhered to.

2.16 Intoxicating Liquor

In line with the Academy's Lettings Policy no intoxicants shall be brought on to or consumed on the premises.

2.17 Smoking

The Trust operates on a non-smoking area, and smoking is not permitted at any of our sites.

2.18 Copyright or Performing Rights

The hirer shall not during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Education Authority and or the Governing Body against all sums of money which they may have to pay by reason of an infringement of copy right or performing right occurring during the period of hire covered by this agreement.

2.19 Licenses and permissions

The Hirer shall be responsible for obtaining any public license's necessary in connection with the booking and should confirm with the Academy the license's they hold. Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform. Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises License authorising entertainment, or by applying for a Temporary Event Notice the Site Manager must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 working days before the planned event but not including the day of the delivery of the notice or the day of the event. For more information on licensing please contact: Trafford Borough Council. It is the responsibility of any Hirer to ensure that all copyright licenses have been obtained to cover planned activities. Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution. The Hirer shall indemnify The Trust Board of Directors against all sums of money which the Academy may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

2.20 Sub-letting

The hirer shall not sub-let the premises to another person.

2.21 Charges

The charges have been arrived at by calculating the running costs of the academy; utilities; cleaning staff; cleaning materials; rates; refuse and energy costs for the hour, adding the hourly rate for the caretaker and adding a 10% wear and tear charge.

- Prospective hirers will be notified of the lettings charges at the point of application
- Hirers will be invoiced monthly in advance unless otherwise agreed by the Central Finance Team. If an alternative payment plan is agreed with a regular hirer and, at any time, that regular hirer is in arrears, the Academy reserves the right to revert to monthly billing

- Charges will be reviewed annually by the Finance Committee of the Board of Trustees and will take account of all premises and staffing costs. New charges are implemented each September at the start of the academic year.
- Unless otherwise agreed, the person named on the booking form will be responsible for payment of the hire fee and any liability arising from the booking.
- Hirers must adhere to the agreed booking times. Lettings that overrun may result in additional charges.
- Individual cancellations within block booking periods will normally still be chargeable.
- Occasional bookings may only be cancelled with at least one months' notice.
- Where damage or excessive additional cleaning has occurred as a result of the letting then additional charges may be made.
- Should the Academy need to cancel a booking for any reason, an alternative date may be offered or the session charge refunded/credited against the invoice

| Hire of room | Value Added Tax |
|--|-----------------|
| Room with tables & chairs | Exempt |
| Room with tables & chairs and light refreshment | Exempt |
| Room with tables & chairs with hire of kitchen in which hirer can prepare food and drink | Exempt |
| Room with tables, chairs and catering supplied by the academy | Standard Rated |
| Hire of room with tables, chairs, flipchart and overhead projector. | Exempt |
| Room with tables, chairs & ICT facilities | Standard Rated |
| Hall without use of any facilities | Exempt |

The VAT regulations define a limit on the level of exempt income, which the Council can generate. Exempt income is the income, which is exempt from VAT. If this limit is exceeded, a VAT penalty, as high as £6m, could be levied against the Council. Since academy's are effectively part of the Council, as far as the VAT regulations are concerned, the exempt income generated by academy's will count against the Council's limit.

As far as general lettings are concerned; the generation of exempt income cannot be avoided. However, in letting of sports facilities exempt income could be avoided if each letting does not exceed 24 hours or for more than ten lets. Therefore, in the Council's interest, the academy should AVOID any hiring of sports facilities that will be exempt from VAT.

2.22 Guidelines

- Hirers should ensure that all activities and equipment comply with health and safety requirements and do not present risk of fire.
- Any hirer using the Academy must be properly insured and insurance documents must be attached to the application.
- All hirers will be required to undergo an induction session and risk assessment.
- Smoking is not allowed ANYWHERE on the premises, in line with Academy's policy
- Access to the Academy's toilet facilities where possible is included as part of the hire arrangements.

2.23 Variation of Scales of Charges and Cancellations

Charges are always specified in writing to the Hirer including any review arrangements. The Trust may cancel without notice any letting for which payment has not been received. This may be a single event or, for multiple lettings, the first in the series for which payment has not been received. The letting may be cancelled by the Hirer, provided that in each circumstance at least 28 days' notice is given. Cancellations made less than 28 Days before the event date will be charged in full. For bookings made on a regular basis, i.e. at least ten bookings per term, the following notice period will be required for 'one off' cancellations: Over 72 hours, no cancellation charge, 48 – 72 hours, 50% charge and less than 48 hours, 100% charge.

The Trust may cancel a letting giving 28 days' notice. In such circumstances any deposit or other payment received for the cancelled event will be refunded. In exceptional circumstances where the requirements of an Academy activity necessitate the cancellation of an event with less than 28 days' notice The Trust may at its sole discretion offer an alternative date to hire or issue a full refund. The Trust will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by The Trust of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of The Trust). The decision of The Trust as to whether a letting should be cancelled shall be binding on the Hirer. Notification of any cancellation shall be in writing and may be by email, fax or recorded delivery letter. Where the premises are not left in their original condition the Hirer will be responsible for paying any costs associated with full re-instatement.

2.24 Rights of Access

The Trustees and the Estates Team reserves the right of access to the premises during any letting. The Headteacher, Estates Team or members of the Trustees may monitor activities from time to time.

2.25 Cleaning and Condition

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

2.26 Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

2.27 Promotional Literature / Newsletters

A draft copy of any information to be distributed to participants or through the Academy must be sanctioned by the Headteacher or Deputy Headteacher a week prior to distribution by the Hirer.

2.28 Health and Safety and other regulations

As an extended Academy activity that could impact on the Academy's reputation the hirer will liaise with the Academy on their operation relating to Risk Assessment; policy and procedures so that the Academy can ensure the activity is running appropriately and is well managed.

3. Hire of Swimming Pool

- All the conditions of hire apply to the swimming pool additionally.
- For further guidance on the calculation of the letting charges refer to The Trust's Charging Policy available on our website.
- The lifeguard provision for the entire period of the hire is the sole responsibility of the hirer who should ensure that any person they employ as a Lifeguard is fully qualified and a copy of an up to date lifeguard certificate will be provided by the hirer no later than 7 days before the hire commences.
- On hire of the swimming pool the Hirer will ensure that appropriately trained and qualified lifeguard staff are available during the entire period of the hire.
- The hirer shall remain responsible for behavior and supervision of users whilst they are using the changing rooms - the provision of an academy lifeguard is to ensure water safety in the pool only. The owners take no responsibility for accidents, loss or damage outside the pool.
- The period of hire is determined by the length of time the hirer will be using the swimming pool and changing facilities.

Appendix 1 Letting Agreement

| | | | |
|--------------------------------|--------------------------------------|------------------------------------|-------------------------------------|
| Name of group or organisation: | | | |
| Name of applicant: | | | |
| Address of applicant: | | | |
| | | | |
| Telephone number of applicant: | Work: | | |
| | Mobile: | | |
| Email Address | | | |
| Rooms required: | | | |
| Purpose of hire: | | | |
| Type of use: | Educational <input type="checkbox"/> | Community <input type="checkbox"/> | Commercial <input type="checkbox"/> |
| Dates: | | | |
| | Day | Times | Total Hours |
| | Monday | | |
| | Tuesday | | |
| | Wednesday | | |
| | Thursday | | |
| | Friday | | |
| | Saturday | | |
| | Sunday | | |
| Times: | Start Time | See above | Finish Time |
| | | | Se above |
| Payment | Hourly Rate | | Total Amount Per Week |

| | |
|--|--------|
| Hirer | |
| I hereby agree to hire and use The Trust facilities and equipment in accordance with The Trust's terms and conditions, below. If the Letting is agreed, you need to pay the full balance 14 days from the date of the invoice. | |
| Signed on behalf of Hirer: | Date : |

Condition of Use

1. Application for letting does not necessarily guarantee acceptance. All applications will be confirmed, or otherwise, by the Headteacher (or other designated person).
2. Hirers will be invoiced monthly in advance of booking.
3. Organisations will be required to pay the lettings charge if the premises are opened for the letting even if the letting does not take place. The Hirer must give a minimum of one months' notice of any cancellations. Any changes to the letting are at the sole discretion of the Academy and a formal written request must be made 30 days before the letting and before the invoice is raised.
4. The Academy reserves the right to cancel or amend this letting in the event of the premises subsequently being required for Academy's activities. In the event as much notice as possible will be given but the Academy will not be under any obligation to offer alternative accommodations.
5. The letting must be correctly supervised by the Hirers who will undertake to pay for any damage caused by their use of the premises and are responsible for their own third party liability cover. The Hirer will also indemnify The Sovereign Trust against any claims prosecutions actions costs and demands arising from the letting.
6. Multiple Lettings: All accounts are payable within 14 days from the date of the invoice issued. The Academy reserves the right to refuse the Hirer subsequent admission to the premises if any account remains unpaid after this period.
7. If a letting over-runs the time booked, an additional charge will be made.
8. The Academy reserves the right to amend the charges giving 30 days' notice. Charges will be reviewed on an annual basis for the beginning of every academic year, each September.
9. Hirers must sign for keys, (appendix 2) understand fully the procedures for securing the academy site and accept full responsibility for the site as registered key holders. Keys must not be copied under any circumstances, nor provided to another without the express written consent of the Headteacher.
10. The Hirer must make him/herself fully conversant with the fire drill for the premises and the position of appliances and emergency exits. He/she must also keep the register of members for Health and Safety reasons. In the event of an evacuation of the building the hirer is responsible for informing the Fire Officer that all group members have been evacuated safely.
11. Both parties shall make Health and Safety logs, maintenance reports etc. available and Health and Safety procedures shall be shared.
12. Once completed the Academy Letting Agreement Form should be returned to the Estates Manager at the academy office.

| | | |
|---|--|------|
| Trust Representative | | |
| The hirers application has been agreed on behalf of The Trustees and the following have been completed: | | |
| Safeguarding arrangements and DBS certificates have been seen | | |
| Copies of insurances documentation attached to this agreement | | |
| I have explained the terms and conditions of this agreement | | |
| I have highlighted the Health & Safety and evacuation procedures. | | |
| The hirer has provided appropriate risk assessments for their activities (attached) | | |
| Trust representative Signature | | Date |

Document Checklist

- Copy of the signed agreement
- Copy of the Liability Insurance
- DBS Information
- Risk Assessments

Actions for the Academy

- Induction to include Health and Safety and Fire Procedures

Appendix 2 Temporary Key Holder Agreement Form

This record certifies that I, _____ have been approved to be a temporary key holder, for the following purpose

The types and number of keys held by me are listed on the Key Holder List which is kept by the Estates Manager and monitored regularly by the Headteacher. I understand the responsibilities of my role as a temporary key holder and hereby agree to the following statements:

- Keys that have been issued to me will be kept in my possession at all times and not shared with any other person.
- I will restrict the use of the building to the areas that have been made available to me. I understand that accessing areas that do not fall into this category are strictly forbidden.
- I will ensure when I take keys away from the premises that they are kept safe and that no other person (e.g. family member, friend, acquaintance) has access to them.
- I understand that it is my responsibility to inform the Site Manager and/or Estates Manager immediately should any theft, loss, damage or misuse occur with regard to the keys.
- I understand that I must return ALL keys in my possession to the Estates Manager or Site Manager immediately following the purpose for which they were issued. Under NO circumstances should a copy of academy keys be made by key holders.

Signed: Print Name:

Date..... Date Keys Returned

Key Holder Signature (please sign and print name):

Academy Signature (please sign and print name):